

STATE OF MICHIGAN
COURT OF APPEALS

SIRAJUDIN AHMAD d/b/a CRESCENT
BUILDERS,

UNPUBLISHED
August 15, 1997

Plaintiff-Appellee,

v

No. 194355
Oakland Circuit Court
LC No. 91-412792

SYED LATAFAT HUSAIN HAMZAVI,

Defendant-Appellant,

and

MYRON F. POE, POE LAW OFFICES,
C. WILLIAM GARRATT, and GARRATT
LAW OFFICES,

Garnishee Defendants-Appellees.

Before: Murphy, P.J., and Kelly and Gribbs, JJ.

PER CURIAM.

Defendant appeals from the trial court's order disbursing money pursuant to writs of periodic garnishment served upon garnishee defendants. The order permitted garnishee defendants to retain \$39,835.88 from a cash bond previously posted by defendant in a prior appeal. The court ordered payment of the remainder of the cash bond that was held by garnishee defendant Poe, one of defendant's attorneys, to plaintiff and his counsel in partial satisfaction of an outstanding judgment. We affirm.

First, defendant argues that the trial court erred in failing to quash the garnishment writs. He claims that the writs were improper where they were writs for periodic garnishment and not writs for non-periodic garnishment. However, defendant cites no authority for the position that where the wrong writ forms were issued and served upon garnishee defendants, the writs must be quashed and payments thereon cannot be ordered. Where a party does not provide supporting authority, this Court need not look for authority to support that party's position. *Samonek v Norvell Twp*, 208 Mich App 80, 86;

527 NW2d 24 (1994). Where no authority is cited for the issue, we deem the issue abandoned. *Magee v Magee*, 218 Mich App 158, 161; 553 NW2d 363 (1996).

Defendant next argues that service of the writs of garnishment was improper where no disclosure forms or disclosure fees were paid pursuant to MCR 3.101(F)(1) and where garnishee defendants, C. William Garratt and the Garratt Law Firm, were not properly served with the writs pursuant to MCR 2.105. Again, we decline to address this issue where defendant provides no authority for the position that improper service of the writs of garnishment necessitates that they be quashed. However, we direct defendant's attention to MCR 2.105(J)(3) which states:

An action shall not be dismissed for improper service of process unless the service failed to inform the defendant of the action within the time provided in these rules for service.

See also, *Holliday v Townley*, 189 Mich App 424, 426; 473 NW2d 733 (1991); *Bunner v Blow-Rite Insulation*, 162 Mich App 669; 413 NW2d 474 (1987) and *Hill v Frawley*, 155 Mich App 611; 400 NW2d 328 (1986). Where all of the parties received notice of the garnishment proceedings and had an opportunity to be heard, improprieties in the manner or content of service do not necessitate reversal of the trial court's decision to order payment on the writs of garnishment.

Finally, defendant argues that there should have been a set-off between the judgment entered in this case in favor of plaintiff and a judgment that was entered in favor of defendant against plaintiff in another action instituted in the Oakland Circuit Court. This issue is moot because the judgment entered in favor of defendant was later vacated in an unpublished per curiam opinion by this Court. *Hamzavi v Ahmad*, Docket No. 179155, issued 7/30/96. Moreover, defendant again has failed to cite any authority for the proposition that mutual judgments must be set-off from one another. We find no merit in this argument.

Affirmed.

/s/ William B. Murphy

/s/ Michael J. Kelly

/s/ Roman S. Gribbs